

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Asbury Environmental  
Services  
2100 North Alameda  
Compton, California 90222

EPA ID NO. CAD 028 277 036

Docket HWCA 2003-0340

CONSENT ORDER

Health and Safety Code

Section 25187

Respondent.

The State Department of Toxic Substances Control (Department) and Asbury Environmental Services (Respondent) enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste.

2. The Department inspected Respondent on April 29, 2003 and May 2 and 21, 2003.

3. The Department alleges the following violation:  
Respondent violated Health and Safety Code, section 25201, subdivision(a), in that, during years 2001, 2002 and 2003, on several occasions, Respondent stored hazardous waste in excess of the 10 days allowed under the transfer facility exemption (California Code of Regulations, title 22, section 66263.18, subsection (a)) without a permit or other grant of authorization from the Department.

1           4. A dispute exists regarding the alleged violation.

2           5. The parties wish to avoid the expense of litigation  
3 and to ensure prompt compliance.

4           6. Jurisdiction exists pursuant to Health and Safety  
5 Code section 25187.

6           7. Respondent waives any right to a hearing in this  
7 matter.

8           8. This Consent Order shall constitute full settlement  
9 of the violation alleged above, but does not limit the Department  
10 from taking appropriate enforcement action concerning other  
11 violations.

12                           SCHEDULE FOR COMPLIANCE

13           9. Respondent shall comply with the following:

14           9.1. Respondent has corrected the violation cited  
15 above. Respondent shall operate thereafter in a manner that  
16 shall prevent recurrences of the violation cited herein.

17           9.2. Communications: All approvals and decisions of  
18 the Department made regarding such submittal and notifications  
19 shall be communicated to Respondent in writing by a Branch Chief,  
20 Department of Toxic Substances Control, or his/her designee. No  
21 informal advice, guidance, suggestions, or comments by the  
22 Department regarding reports, plans, specifications, schedules,  
23 or any other writings by Respondent shall be construed to relieve  
24 Respondent of its obligation to obtain such formal approvals as  
25 may be required.

26           9.3. Compliance with Applicable Laws: Respondent  
27 shall carry out this Order in compliance with all local, State,  
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1 and federal requirements, including but not limited to  
2 requirements to obtain permits and to assure worker safety.

3 9.4. Endangerment during Implementation: In the event  
4 that the Department determines that any circumstances or activity  
5 (whether or not pursued in compliance with this Consent Order)  
6 are creating an imminent or substantial endangerment to the  
7 health or welfare of people on the site or in the surrounding  
8 area or to the environment, the Department may order Respondent  
9 to stop further implementation for such period of time as needed  
10 to abate the endangerment. Any deadline in this Consent Order  
11 directly affected by a Stop Work Order under this section shall  
12 be extended for the term of such Stop Work Order.

13 9.5. Liability: Nothing in this Consent Order shall  
14 constitute or be construed as a satisfaction or release from  
15 liability for any conditions or claims arising as a result of  
16 past, current, or future operations of Respondent, except as  
17 provided in this Consent Order. Notwithstanding compliance with  
18 the terms of this Consent Order, Respondent may be required to  
19 take further actions as are necessary to protect public health  
20 or welfare or the environment.

21 9.6. Site Access: Access to the Site shall be  
22 provided at all reasonable times to employees, contractors, and  
23 consultants of the Department, and any agency having  
24 jurisdiction. Nothing in this Consent Order is intended to limit  
25 in any way the right of entry or inspection that any agency may  
26 otherwise have by operation of any law. The Department and its  
27 authorized representatives may enter and move freely about all  
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1 property at the Site at all reasonable times for purposes  
2 including but not limited to: inspecting records, operating logs,  
3 and contracts relating to the Site; reviewing the progress of  
4 Respondent in carrying out the terms of this Consent Order; and  
5 conducting such tests as the Department may deem necessary.  
6 Respondent shall permit such persons to inspect and copy all  
7 records, documents, and other writings, including all sampling  
8 and monitoring data, in any way pertaining to work undertaken  
9 pursuant to this Consent Order.

10 9.7. Sampling, Data, and Document Availability:

11 Respondent shall permit the Department and its authorized  
12 representatives to inspect and copy all sampling, testing,  
13 monitoring, and other data generated by Respondent or on  
14 Respondent's behalf in any way pertaining to work undertaken  
15 pursuant to this Consent Order. Respondent shall allow the  
16 Department and its authorized representatives to take duplicates  
17 of any samples collected by Respondent pursuant to this Consent  
18 Order. Respondent shall maintain a central depository of the  
19 data, reports, and other documents prepared pursuant to this  
20 Consent Order. All such data, reports, and other documents shall  
21 be preserved by Respondent for a minimum of six years after the  
22 conclusion of all activities under this Consent Order. If the  
23 Department requests that some or all of these documents be  
24 preserved for a longer period of time, Respondent shall either  
25 comply with that request, deliver the documents to the  
26 Department, or permit the Department to copy the documents prior  
27 to destruction. Respondent shall notify the Department in  
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1 writing at least six months prior to destroying any documents  
2 prepared pursuant to this Consent Order.

3 9.8. Government Liabilities: The State of California  
4 shall not be liable for injuries or damages to persons or  
5 property resulting from acts or omissions by Respondent or  
6 related parties specified in paragraph 11.3, in carrying out  
7 activities pursuant to this Consent Order, nor shall the State  
8 of California be held as a party to any contract entered into by  
9 Respondent or its agents in carrying out activities pursuant to  
10 this Consent Order.

11 PAYMENT

12 10. Within 30 days of the effective date of this  
13 Consent Order, Respondent shall pay the Department a total of  
14 \$7,360.00 in penalty. Respondent's check shall be made payable  
15 to Department of Toxic Substances Control, and shall be delivered  
16 together with the attached Payment Voucher to:

17 Department of Toxic Substances Control  
18 Accounting Office  
1001 I Street, 21st floor  
19 P. O. Box 806  
Sacramento, California 95812-0806

20 A photocopy of the check shall be sent to:

21 Mehdi Nobari  
22 Department of Toxic Substances Control  
1011 North Grandview Avenue  
Glendale, California 91201

23 If Respondent fails to make payment as provided above,  
24 Respondent agrees to pay interest at the rate established  
25 pursuant to Health and Safety Code section 25360.1 and to pay all  
26  
27  
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1 costs incurred by the Department in pursuing collection including  
2 attorney's fees.

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4  
5 OTHER PROVISIONS

6 11.1. Additional Enforcement Actions: By agreeing to  
7 this Consent Order, the Department does not waive the right to  
8 take further enforcement actions, except to the extent provided  
9 in this Consent Order.

10 11.2. Penalties for Noncompliance: Failure to comply  
11 with the terms of this Consent Order may subject Respondent to  
12 civil penalties and/or punitive damages for any costs incurred  
13 by the Department or other government agencies as a result of  
14 such failure, as provided by Health and Safety Code section 25188  
15 and other applicable provisions of law.

16 11.3. Parties Bound: This Consent Order shall apply  
17 to and be binding upon Respondent and its officers, directors,  
18 agents, receivers, trustees, employees, contractors, consultants,  
19 successors, and assignees, including but not limited to  
20 individuals, partners, and subsidiary and parent corporations,  
21 and upon the Department and any successor agency that may have  
22 responsibility for and jurisdiction over the subject matter of  
23 this Consent Order.

24 11.4. Effective Date: The effective date of this  
25 Consent Order is the date it is signed by the Department.

1           11.5. Integration:     This agreement constitutes the  
2 entire agreement between the parties and may not be amended,  
3 supplemented, or modified, except as provided in this agreement.

4           11.6. Compliance with Waste Discharge Requirements:  
5 Respondent shall comply with all applicable waste discharge  
6 requirements issued by the State Water Resources Control Board  
7 or a California regional water quality control board.

11  
12 Dated: 01/28/2004

ORIGINAL SIGNED BY RESPONDENT

Signature of Respondent's Representative

14  
15 Dated: 01/29/2004

ORIGINAL SIGNED BY ROBERTO KOU

Roberto Kou, Unit Chief

Department of Toxic Substances  
Control